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PATENT APPLICATION

ATTORNEY DOCKET NO. 200310663-1IN THE  
UNITED STATES PATENT AND TRADEMARK OFFICEInventor(s): Ming C. Hao et al.

Confirmation No.: 5002

Application No.: 10/725,624Examiner: Fonya M. LongFiling Date: 12-02-2003Group Art Unit: 3689Title: System and Method for Visualizing Business Agreement InteractionsMail Stop Appeal Brief-Patents  
Commissioner For Patents  
PO Box 1450  
Alexandria, VA 22313-1450TRANSMITTAL OF APPEAL BRIEFTransmitted herewith is the Appeal Brief in this application with respect to the Notice of Appeal filed on 10-08-2008.☒ The fee for filing this Appeal Brief is \$540.00 (37 CFR 41.20).☐ No Additional Fee Required.

(complete (a) or (b) as applicable)

The proceedings herein are for a patent application and the provisions of 37 CFR 1.136(a) apply.

☐ (a) Applicant petitions for an extension of time under 37 CFR 1.136 (fees: 37 CFR 1.17(a)-(d)) for the total number of months checked below:☐ 1st Month  
\$130☐ 2nd Month  
\$490☐ 3rd Month  
\$1110☐ 4th Month  
\$1730☐ The extension fee has already been filed in this application.☒ (b) Applicant believes that no extension of time is required. However, this conditional petition is being made to provide for the possibility that applicant has inadvertently overlooked the need for a petition and fee for extension of time.Please charge to Deposit Account 08-2025 the sum of \$ 540. At any time during the pendency of this application, please charge any fees required or credit any over payment to Deposit Account 08-2025 pursuant to 37 CFR 1.25. Additionally please charge any fees to Deposit Account 08-2025 under 37 CFR 1.16 through 1.21 inclusive, and any other sections in Title 37 of the Code of Federal Regulations that may regulate fees.☒ A duplicate copy of this transmittal letter is enclosed.☐ I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to:  
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Rev 10/08 (Ap/Brief)

Respectfully submitted,

Ming C. Hao et al.

By 

Dan C. Hu

Attorney/Agent for Applicant(s)

Reg No.: 40,025Date: December 8, 2008Telephone: (713) 468-8880, ext. 304

HEWLETT-PACKARD COMPANY  
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ATTORNEY DOCKET NO. 200310663-1IN THE  
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Inventor(s): Ming C. Hao et al.

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\$130☐ 2nd Month  
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Typed Name: Ginger Yount

Signature: 

Rev 10/08 (AppBnot)

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## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants:	Ming C. Hao et al.	§	Art Unit:	3689
Serial No.:	10/725,624	§		
Filed:	December 2, 2003	§	Examiner:	Fonya M. Long
For:	System and Method for Visualizing Business Agreement Interactions	§	Atty. Dkt. No.:	200310663-1 (HPC.0516US)

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**APPEAL BRIEF PURSUANT TO 37 C.F.R. § 41.37**

Sir:

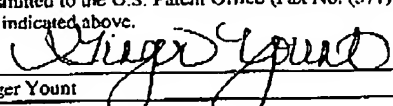
The final rejection of claims 1-26 is hereby appealed.

**I. REAL PARTY IN INTEREST**

The real party in interest is Hewlett-Packard Development Company, LP, a limited partnership established under the laws of the State of Texas and having a principal place of business at 20555 S.H. 249, Houston, TX 77070, U.S.A. (hereinafter "HPDC"). HPDC is a Texas limited partnership and is a wholly-owned affiliate of Hewlett-Packard Company, a Delaware Corporation, headquartered in Palo Alto, CA. The general or managing partner of HPDC is HPQ Holdings, LLC.

**RELATED APPEALS AND INTERFERENCES**

None.

Date of Deposit:	December 8, 2008
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Ginger Yount	

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### III. STATUS OF THE CLAIMS

Claims 1-26 have been finally rejected and are the subject of this appeal.

### IV. STATUS OF AMENDMENTS

No amendments after final rejection have been submitted.

### V. SUMMARY OF THE CLAIMED SUBJECT MATTER

The following provides a concise explanation of the subject matter defined in each of the independent claims involved in the appeal, referring to the specification by page and line number and to the drawings by reference characters, as required by 37 C.F.R. § 41.37(c)(1)(v). Each element of the claims is identified by a corresponding reference to the specification and drawings where applicable. Note that the citation to passages in the specification and drawings for each claim element does not imply that the limitations from the specification and drawings should be read into the corresponding claim element.

Independent claim 1 recites a method of visualizing business agreement interactions, the method comprising:

- dividing parties into at least three types (Fig. 4; Spec., p. 5, ¶ [0017], lines 1-11);

- displaying one or more parties of a first type as nodes in a first region of a view window (Fig. 4; Spec., p. 5, ¶ [0017], lines 1-11);

- displaying one or more parties of a second type as nodes in a second region of the view window (Fig. 4; Spec., p. 5, ¶ [0017], lines 1-11);

- displaying one or more parties of a third type as nodes in a third region of the view window, wherein the third region is at least substantially between the first and second regions (Fig. 4; Spec., p. 5, ¶ [0017], lines 1-11); and

- displaying agreements between parties as lines between corresponding nodes (Fig. 4; Spec., p. 5, ¶ [0017], lines 1-11).

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Independent claim 13 recites a method of visualizing business agreement interactions, the method comprising:

displaying agreement conditions between a first party and one or more parties of a first type as one or more noncrossing groups of parallel lines in one region of a view window (Fig. 5; p. 7, ¶ [0022], lines 1-14); and

displaying agreement conditions between the first party and one or more parties of a second type as one or more noncrossing groups of parallel lines in a second region of a view window (Fig. 5; p. 7, ¶ [0022], lines 1-14),

wherein said lines are displayed with at least one characteristic indicative of whether a violation of a represented agreement condition has occurred (Fig. 5; p. 7, ¶ [0023], lines 1-10).

Independent claim 21 recites a computer-readable storage medium configured to provide software for visualizing business agreement interactions to a computer, wherein the software when executed causes the computer to:

divide parties into at least three types (Fig. 4; Spec., p. 5, ¶ [0017], lines 1-11);

display one or more parties of a first type as nodes in a first region of a view window (Fig. 4; Spec., p. 5, ¶ [0017], lines 1-11);

display one or more parties of a second type as nodes in a second region of the view window (Fig. 4; Spec., p. 5, ¶ [0017], lines 1-11);

display one or more parties of a third type as nodes in a third region of the view window, wherein the third region is at least substantially between the first and second regions (Fig. 4; Spec., p. 5, ¶ [0017], lines 1-11); and

display agreements between parties as lines between corresponding nodes (Fig. 4; Spec., p. 5, ¶ [0017], lines 1-11).

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Independent claim 25 recites a computer-readable storage medium configured to provide software for visualizing business agreement interactions to a computer, wherein the software when executed causes the computer to:

display agreement conditions between a first party and one or more parties of a first type as one or more noncrossing groups of parallel lines in one region of a view window (Fig. 5; p. 7, ¶ [0022], lines 1-14); and

display agreement conditions between the first party and one or more parties of a second type as one or more noncrossing groups of parallel lines in a second region of a view window (Fig. 5; p. 7, ¶ [0022], lines 1-14),

wherein said lines are displayed with at least one characteristic indicative of whether a violation of a represented agreement condition has occurred (Fig. 5; p. 7, ¶ [0023], lines 1-10).

#### **VI. GROUNDS OF REJECTION TO BE REVIEWED ON APPEAL**

- A. Claims 1-7, 11, and 21-23 Rejected Under 35 U.S.C. § 103(a) as Unpatentable Over U.S. Patent Application Publication No. 2003/0065546 (Gorur) in View of U.S. Patent No. 7,313,533 (Chang).**
- B. Claims 8 and 9 Rejected Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur in View of Chang, and Further in View of U.S. Patent Application Publication No. 2004/0210540 (Israel).**
- C. Claim 10 Rejected Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur in View of Chang, and Further in View of U.S. Patent Application Publication No. 2005/0066026 (Chen).**
- D. Claims 12 and 24 Rejected Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur in View of Chang, and Further in View of U.S. Patent No. 7,020,869 (Abrari) and Chen.**
- E. Claims 13, 14, 19, 25, and 26 Rejected Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur in View of Abrari, and Further in View of Chang.**
- F. Claim 15 Rejected Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur in View of Abrari and Chang, and Further in View of Israel.**
- G. Claim 16 Rejected Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur in View of Abrari and Chang, and Further in View of Chen.**

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**H. Claims 17, 18, and 20 Rejected Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur in View of Abrari and Chang, and Further in View of Chen.**

**VII. ARGUMENT**

The claims do not stand or fall together. Instead, Appellant presents separate arguments for various independent and dependent claims. Each of these arguments is separately argued below and presented with separate headings and sub-headings as required by 37 C.F.R. § 41.37(c)(1)(vii).

**A. Claims 1-7, 11, and 21-23 Rejected Under 35 U.S.C. § 103(a) as Unpatentable Over U.S. Patent Application Publication No. 2003/0065546 (Gorur) in View of U.S. Patent No. 7,313,533 (Chang).**

**1. Claims 1-3, 6, 11, 21, 22.**

The obviousness rejection of claim 1 over Gorur and Chang is defective.

To make a determination under 35 U.S.C. § 103, several basic factual inquiries must be performed, including determining the scope and content of the prior art, and ascertaining the differences between the prior art and the claims at issue. *Graham v. John Deere Co.*, 383 U.S. 1, 17, 148 U.S.P.Q. 459 (1965). Moreover, as the U.S. Supreme Court held, it is important to identify a reason that would have prompted a person of ordinary skill in the art to combine reference teachings in the manner that the claimed invention does. *KSR International Co. v. Teleflex, Inc.*, 127 S. Ct. 1727, 1741, 82 U.S.P.Q.2d 1385 (2007).

Claim 1 recites a method of visualizing business agreement interactions, where the method comprises:

- dividing parties into at least three types;
- displaying one or more parties of a first type as nodes in a first region of a view window;

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- displaying one or more parties of a second type as nodes in a second region of the view window;
- displaying one or more parties of a third type as nodes in a third region of the view window, wherein the third region is at least substantially between the first and second regions; and
- displaying agreements between parties as lines between corresponding nodes.

As correctly noted by the Examiner, Gorur fails to disclose parties of at least three different types. 07/21/2008 Office Action at 3. In fact, Gorur teaches that **peer-to-peer** contract relationships are depicted in a user interface screen 300 depicted in Fig. 3. The peer-to-peer contract relationships represented by the user interface screen 300 of Gorur is focused on the fact that Gorur contemplates **just two** different types of parties: provider and customer. Therefore, the issues associated with different parties of at least three types having to be represented in a view window in different regions of the view window clearly are not contemplated by Gorur.

Although Chang in column 7 refers to parties P1-P4, there is absolutely no hint given in Chang that the nodes corresponding to these parties P1-P4 would be displayed in different regions of a view window. Therefore, a person of ordinary skill in the art looking to the teachings of Gorur and Chang would clearly not have been led to the claimed invention.

Since the hypothetical combination of Gorur and Chang does not teach or hint at all elements of claim 1, it is respectfully submitted that the obviousness rejection of claim 1 and its dependent claims is defective.

Moreover, no reason existed that would have prompted a person of ordinary skill in the art to combine the teachings of Gorur and Chang to achieve the claimed invention. As noted above, Gorur specifically teaches **peer-to-peer** contract relationships, as depicted in user interface screen 300 in Fig. 3 of Gorur. Thus, Gorur contemplates just two different types of



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parties: provider and customer. There would have been absolutely no reason to display more parties in the user interface screen 300 of Gorur, since Gorur is focused on peer-to-peer contract relationships. Thus, a person of ordinary skill in the art would have found no reason to combine the teachings of Gorur and Chang.

In the Response to Arguments section of the Office Action, the Examiner argued that Gorur discloses user A in the left region of the screen in Fig. 3, user F in the right region, and user B in the middle region of the screen. 7/21/2008 Office Action at 18. Although multiple users are depicted in the screen of Gorur, the description accompanying Fig. 3 of Gorur makes it clear that only two types of parties are contemplated: provider and customer. User A in the Fig. 3 screen of Gorur is a provider, user B is a customer, and user F is a customer. This is consistent with the specific teaching by Gorur that only peer-to-peer contract relationships are depicted in Fig. 3. Thus, the teaching in Gorur regarding display of multiple users in the screen of Gorur does not provide any teaching or hint of displaying parties of three types in a view window.

The only apparent basis for the modification of Gorur and Chang proposed by the Examiner is based on impermissible hindsight that has benefited from the disclosure of the present invention. Without the disclosure of the present invention, a person of ordinary skill in the art would not have been led by Gorur and Chang to display nodes representing parties of at least three types in different regions of a view window, where a third region is at least substantially between the first and second regions.

In view of the foregoing, the obviousness rejection of claim 1 and its dependent claims is clearly defective. Also, the obviousness rejection of independent claim 21 and its dependent claims is also similarly defective.

Reversal of the final rejection of the above claims is respectfully requested.

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**2. Claim 4.**

Claim 4 depends from claim 1 and is therefore allowable for at least the same reasons as claim 1. Claim 4 further recites that the first region is an arc of a circle, and the second region is an opposing arc of the circle. The Examiner conceded that Gorur and Chang fail to disclose these features of claim 4. *Id.* at 4. However, the Examiner argued that “it would have been an obvious matter of design choice to have the first region be represented as an arc of a circle and have the second regions be represented as an opposing arc of the circle, since applicant has not disclosed that having the regions [sic] being represented in an arc form solves any stated problem or is for any particular purpose and it appears that the invention would perform equally well with the regions being represented in any other form.” *Id.*

The representation of parties on arcs of a circle is beneficial in the context of the invention because the invention is displaying parties of **three types**. This is contrasted to what is taught by Gorur, which teaches merely peer-to-peer relationships and depicts parties of two types. The statement that the subject matter of claim 4 would be an “obvious matter of design choice” is clearly incorrect, as a person of ordinary skill in the art would have absolutely found no reason to depict the peer-to-peer relationships of Gorur on arcs of a circle, as doing so would make no sense in the context of Gorur. Therefore, a person of ordinary skill in the art would not have been led to the claimed invention by the teachings of Gorur and Chang.

Claim 4 is therefore further allowable for the foregoing reason.

Reversal of the final rejection of the above claim is respectfully requested.

**3. Claim 5.**

Claim 5 depends from claim 4 and is therefore allowable for at least the same reasons as claim 4. Moreover, claim 5 recites that a third region is a circle diameter that separates the first

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and second regions. Again, the arrangement of Fig. 5 in which the three regions include an arc of a circle, an opposing arc of the circle, and a circle diameter that separates first and second regions, is beneficial in the context of having to depict three types of parties. Such an arrangement would be completely unnecessary, and even undesirable, in the context of Gorur, which displays just two types of parties.

Claim 5 is therefore further allowable for the foregoing reason.

Reversal of the final rejection of the above claim is respectfully requested.

#### 4. Claims 7, 23.

Claims 7 and 23 depend from base claims 1 and 21, respectively, and are therefore allowable for at least the same reasons as the base claims. Moreover, claim 7 further recites that the lines (representing agreements between parties) are displayed with at least one characteristic **indicative of whether a violation of a corresponding agreement has occurred**. With respect to claim 7, the Examiner cited Chang, column 4, lines 27-30. 7/21/2008 Office Action at 6. Although this passage refers to using a KPI (key performance indicator) value to determine whether a business commitment has been violated based on evaluation results, there is absolutely no hint given in Chang, or in Gorur, of lines (representing agreements between parties) being displayed with at least one characteristic indicative of whether a violation of a corresponding agreement has occurred.

Without any basis in the objective evidence, the Examiner asserted that “it would have been obvious to modify the displaying of agreements between at least three types of parties wherein lines represent the agreement between the parties of Gorur to include providing a visual depiction of a violation of a corresponding one of the agreements has occurred as taught by Chang.” *Id.* at 18-19. Again, the only apparent basis for this assertion is based on the teachings

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of the invention – Chang would have provided absolutely no hint of lines representing agreements between parties displayed with at least one characteristic indicative of whether a violation of a corresponding agreement has occurred.

Claim 7 is therefore further allowable for the foregoing reason.

Dependent claim 23 is further allowable for similar reasons.

Reversal of the final rejection of the above claims is respectfully requested.

**B. Claims 8 and 9 Rejected Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur in View of Chang, and Further in View of U.S. Patent Application Publication No. 2004/0210540 (Israel).**

**1. Claim 8.**

In view of the allowability of base claim 7 over Gorur and Chang, it is respectfully submitted that the obviousness rejection of claim 8 over Gorur, Chang, and Israel is defective.

Moreover, claim 8 recites that agreements between parties are displayed as lines between corresponding nodes, that the lines are displayed with at least one characteristic indicative of a whether a violation of a corresponding one of the agreements has occurred, and that the at least one characteristic is color. The Examiner conceded that Gorur and Chang fail to disclose displaying lines with a color indicative of whether a violation of a corresponding one of the agreements has occurred. 7/21/2008 Office Action 7. Instead, the Examiner cited Israel, and in particular, to ¶ [0198] of Israel. This passage of Israel refers to different colors associated with the status of a **dispute** between two parties. Indicating the status of a dispute is completely different from indicating with color whether a violation of an agreement has occurred. Therefore, Israel provides absolutely no hint of the subject matter of claim 8 that the Examiner has conceded as missing from Gorur and Chang.

Therefore, claim 8 is clearly allowable over Gorur, Chang, and Israel.

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Reversal of the final rejection of the above claim is respectfully requested.

## 2. Claim 9.

In view of the allowability of base claim 7 over Gorur and Chang, it is respectfully submitted that the obviousness rejection of claim 9 over Gorur, Chang, and Israel has also been overcome.

Claim 9 recites that agreements between parties are displayed as lines between corresponding nodes, that the lines are displayed with at least one characteristic indicative of whether a violation of a corresponding one of the agreements has occurred, and that the at least one characteristic is animation. The Examiner conceded that this feature of claim 9 is missing from Gorur and Chang, and instead, cited to ¶ [0198] of Israel, which teaches use of colors to indicate the status of a dispute between parties. 7/21/2008 Office Action at 8. The Examiner conceded that Israel fails to disclose that the characteristic is animation. *Id.* However, the Examiner stated that use of animation would have been an obvious matter of design choice.

The Examiner's statement is incorrect. As discussed above in connection with claim 8, the color assigned in Israel is used to display the status of a dispute, not to indicate whether a violation of an agreement between parties has occurred. Moreover, use of color does not provide any hint whatsoever of use of animation, as recited in claim 9. The only basis for the Examiner's allegation of obviousness appears to be the teachings of the invention, with the Examiner citing to no objective evidence of record that would have hinted that animation can be used to indicate whether a violation of an agreement between parties has occurred. Therefore, claim 9 is further allowable for the foregoing reasons.

Reversal of the final rejection of the above claim is respectfully requested.

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**C. Claim 10 Rejected Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur in View of Chang, and Further in View of U.S. Patent Application Publication No. 2005/0066026 (Chen).**

**1. Claim 10.**

In view of the allowability of base claim 7 over Gorur and Chang, it is respectfully submitted that the obviousness rejection of claim 10 over Gorur, Chang, and Chen has been overcome.

Reversal of the final rejection of the above claim is respectfully requested.

**D. Claims 12 and 24 Rejected Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur in View of Chang, and Further in View of U.S. Patent No. 7,020,869 (Abrari) and Chen.**

**1. Claims 12, 24.**

In view of the allowability of base claims 1 and 21 over Gorur and Chang, it is respectfully submitted that the obviousness rejection of dependent claims 12 and 24 over Gorur, Chang, Abrari, and Chen is in error.

Claim 12 further recites the following:

- displaying agreement conditions between the one or more parties of the first type and a particular party of the third type as parallel lines in one window region;
- displaying agreement conditions between the one or more parties of the second type and the particular party of the third type as parallel lines in a second window region; and
- changing one or more of the parallel lines as a function of time to display violations as a function of time.

In the rejection of claim 12, the Examiner referred to column 4, lines 27-30, of Chang, which discloses providing notification of a violation of a business commitment. However, there is nothing in this passage of Chang to even remotely hint at displaying agreement conditions between one or more parties of a first type and a particular party of a third type as parallel lines

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in one window region, and displaying agreement conditions between one or more parties of the second type and the particular party of the third type as parallel lines in a second window region. Moreover, Chang provides absolutely no hint whatsoever of changing one or more of the parallel lines as a function of time to display violations as a function of time.

The Examiner further referred to Abrari and Chen as providing teachings that would have led a person of ordinary skill in the art to the claimed invention. Specifically, the Examiner cited the Abstract of Abrari, which teaches displaying a rule set as an editable list of conditions and an editable list of actions, where the conditions and actions are linked to each other by the combination of an editable list of if-values and an editable list of then-values. There is absolutely nothing here to even remotely hint at displaying agreement conditions between different parties in different window regions, and changing parallel lines as a function of time to display violations as a function of time.

The Examiner also cited to Chen, and specifically, to ¶ [0041] of Chen. The cited passage of Chen refers to screen layouts for displaying real-time service level performance information for software applications. However, displaying service level performance information of software applications has nothing to do with displaying agreement conditions between parties of different types in different window regions, and changing one or more parallel lines as a function of time to display violations as a function of time.

Therefore, claim 12 is further allowable for the foregoing reasons.

Claim 24 is similarly further allowable.

Reversal of the final rejection of the above claims is respectfully requested.

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**E. Claims 13, 14, 19, 25, and 26 Rejected Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur in View of Abrari, and Further in View of Chang.**

**1. Claims 13, 14, 19, 25, 26.**

It is respectfully submitted that the obviousness rejection of claim 13 over Gorur, Abrari, and Chang is clearly defective.

Claim 13 recites a method of visualizing business agreement interactions, comprising:

- displaying agreement conditions between a first party and one or more parties of a first type as one or more noncrossing groups of parallel lines in one region of a view window; and
- displaying agreement conditions between the first party and one or more parties of a second type as one or more noncrossing groups of parallel lines in a second region of a view window,
- wherein said lines are displayed with at least one characteristic indicative of whether a violation of a represented agreement condition has occurred.

Even if the three references could be hypothetically combined, the hypothetical combination of the references clearly would not have disclosed or hinted at the following feature of claim 13: “wherein said lines are displayed with at least one characteristic indicative of whether a violation of a represented agreement condition has occurred.” The Examiner cited Chang as disclosing “indicating whether a violation has occurred,” citing to column 4, lines 27-30, of Chang. 7/21/2008 Office Action at 12. This cited passage of Chang, as discussed above, refers to using a KPI value to determine whether a business commitment has been violated based on evaluation results. However, there is absolutely no hint given in Chang of displaying lines that represent agreement conditions with at least one characteristic indicative of whether a violation of a represented agreement condition has occurred.

Neither Abrari nor Gorur provides any hint of displaying lines that represent agreement conditions with at least one characteristic indicative of whether a violation of the represented agreement condition has occurred.



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Therefore, even if the above references could be hypothetically combined, the hypothetical combination would not have led to the claimed invention..

Moreover, there did not exist any reason that would have prompted a person of ordinary skill in the art to combine the teachings of the references to achieve the claimed invention. As noted above, Gorur simply provides a simple view in Fig. 3 of peer-to-peer relationships between providers and customers. There is absolutely no hint given in Gorur of any desirability to display lines between the entities with a characteristic indicative of whether a violation of a represented agreement condition has occurred. Although Chang makes reference to detecting violation of a business commitment, such detection is in the context of evaluating a KPI value, and has nothing to do with the visualization technique recited in claim 13. Therefore, a person of ordinary skill in the art would not have been led by Gorur, Abrari, and Chang to the claimed invention. Therefore, claim 13 and its dependent claims are non-obvious over these references.

Independent claim 25 and its dependent claims are similarly allowable over the cited references.

Reversal of the final rejection of the above claims is respectfully requested.

**F. Claim 15 Rejected Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur in View of Abrari and Chang, and Further in View of Israel.**

**1. Claim 15.**

In view of the allowability of base claim 13 over Gorur, Abrari, and Chang, it is respectfully submitted that the obviousness rejection of dependent claim 15 over Gorur, Abrari, Chang, and Israel has also been overcome. Moreover, as discussed above, Israel provides absolutely no hint of displaying lines with color to indicate whether a violation of a represented agreement condition has occurred. Israel relates to using color to indicate the status of a dispute

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between parties, and has nothing to do with indicating whether a violation of an agreement condition has occurred. Therefore, claim 15 is clearly allowable over the cited references.

Reversal of the final rejection of the above claim is respectfully requested.

**G. Claim 16 Rejected Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur in View of Abrari and Chang, and Further in View of Chen.**

**1. Claim 16.**

In view of the allowability of base claim 13 over Gorur, Abrari, and Chang, it is respectfully submitted that the obviousness rejection of dependent claim 16 over Gorur, Abrari, Chang, and Chen is also defective.

Claim 16 recites that displaying the agreement conditions is animated to show a violation occurrence sequence over time. The Examiner conceded that Gorur, Abrari, and Chang fail to disclose the animation feature of claim 16. 7/21/2008 Office Action at 14. However, the Examiner argued that this would have been “an obvious matter of design choice.” *Id.* The Examiner also cited ¶ [0041] of Chen, which discloses screen layouts for displaying service level performance information of software applications. None of the cited references provide any teaching of displaying agreement conditions with an animation to show a violation occurrence sequence over time. The only basis for the allegation of obviousness is based on the teachings of the invention itself, which constitutes impermissible hindsight.

Therefore, claim 16 is clearly non-obvious over the cited references.

Reversal of the final rejection of the above claim is respectfully requested.

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**H. Claims 17, 18, and 20 Rejected Under 35 U.S.C. § 103(a) as Unpatentable Over Gorur in View of Abrari and Chang, and Further in View of Chen.**

**1. Claims 17, 18, 20.**

In view of the defective obviousness rejection of base claim 13 over Gorur, Abrari, and Chang, it is respectfully submitted that the obviousness rejection of dependent claims 17, 18, and 20 over Gorur, Abrari, Chang, and Chen is also defective.

Reversal of the final rejection of the above claims is respectfully requested.

**CONCLUSION**

In view of the foregoing, reversal of all final rejections and allowance of all pending claims is respectfully requested.

Respectfully submitted,

Date: \_\_\_\_\_

*Dec 8, 2008*

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### **VIII. APPENDIX OF APPEALED CLAIMS**

The claims on appeal are:

- 1 1. A method of visualizing business agreement interactions, the method comprising:  
2 dividing parties into at least three types;  
3 displaying one or more parties of a first type as nodes in a first region of a view window;  
4 displaying one or more parties of a second type as nodes in a second region of the view  
5 window;  
6 displaying one or more parties of a third type as nodes in a third region of the view  
7 window, wherein the third region is at least substantially between the first and second regions;  
8 and  
9 displaying agreements between parties as lines between corresponding nodes.
- 1 2. The method of claim 1, wherein the one or more parties of the first type are suppliers for  
2 the one or more parties of the third type.
- 1 3. The method of claim 2, wherein the one or more parties of the second type are customers  
2 for the one or more parties of the third type.
- 1 4. The method of claim 1, wherein the first region is an arc of a circle, and wherein the  
2 second region is an opposing arc of the circle.
- 1 5. The method of claim 4, wherein the third region is a circle diameter that separates the  
2 first and second regions.
- 1 6. The method of claim 1, wherein the third region is a line separating the first and second  
2 regions.
- 1 7. The method of claim 1, wherein said lines are displayed with at least one characteristic  
2 indicative of whether a violation of a corresponding one of the agreements has occurred.

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1 8. The method of claim 7, wherein said at least one characteristic is color.

1 9. The method of claim 7, wherein said at least one characteristic is animation.

1 10. The method of claim 7, wherein said at least one characteristic is further indicative of a  
2 violation severity.

1 11. The method of claim 1, further comprising:  
2 displaying a hierarchical tree of business agreement information; and  
3 highlighting associated items in the view window as a user selects items in the  
4 hierarchical tree.

1 12. The method of claim 1, further comprising:  
2 displaying agreement conditions between the one or more parties of the first type and a  
3 particular party of the third type as parallel lines in one window region;  
4 displaying agreement conditions between the one or more parties of the second type and  
5 the particular party of the third type as parallel lines in a second window region; and  
6 changing one or more of the parallel lines as a function of time to display violations as a  
7 function of time.

1 13. A method of visualizing business agreement interactions, the method comprising:  
2 displaying agreement conditions between a first party and one or more parties of a first  
3 type as one or more noncrossing groups of parallel lines in one region of a view window; and  
4 displaying agreement conditions between the first party and one or more parties of a  
5 second type as one or more noncrossing groups of parallel lines in a second region of a view  
6 window,  
7 wherein said lines are displayed with at least one characteristic indicative of whether a  
8 violation of a represented agreement condition has occurred.

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1 14. The method of claim 13, wherein the first party is represented by a line separating the  
2 first region from the second region.

1 15. The method of claim 13, wherein said at least one characteristic is color.

1 16. The method of claim 13, wherein said displaying actions are animated to show a violation  
2 occurrence sequence over time.

1 17. The method of claim 13, wherein said at least one characteristic is further indicative of a  
2 violation severity.

1 18. The method of claim 13, further comprising changing the view window as a function of  
2 time to display a time sequence of violations.

1 19. The method of claim 13, wherein parties of the first type are suppliers of the first party,  
2 and wherein parties of the second type are customers of the second party.

1 20. The method of claim 13, wherein agreement conditions between the parties are shown are  
2 shown as a time series to indicate an order in which violations occur.

1 21. A computer-readable storage medium configured to provide software for visualizing  
2 business agreement interactions to a computer, wherein the software when executed causes the  
3 computer to:

4 divide parties into at least three types;

5 display one or more parties of a first type as nodes in a first region of a view window;

6 display one or more parties of a second type as nodes in a second region of the view  
7 window;

8 display one or more parties of a third type as nodes in a third region of the view window,  
9 wherein the third region is at least substantially between the first and second regions; and

10 display agreements between parties as lines between corresponding nodes.

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1 22. The medium of claim 21, wherein the one or more parties of the first type are suppliers  
2 for the one or more parties of the third type, and wherein the one or more parties of the second  
3 type are customers for the one or more parties of the third type.

1 23. The medium of claim 21, wherein said lines are displayed with at least one characteristic  
2 indicative of whether a violation of a corresponding one of the agreements has occurred.

1 24. The medium of claim 21, wherein the software further configures the computer to:  
2 display agreement conditions between the one or more parties of the first type and a  
3 particular party of the third type as parallel lines in one window region;  
4 display agreement conditions between the one or more parties of the second type and the  
5 particular party of the third type as parallel lines in a second window region; and  
6 change one or more of the parallel lines as a function of time to display violations as a  
7 function of time.

1 25. A computer-readable storage medium configured to provide software for visualizing  
2 business agreement interactions to a computer, wherein the software when executed causes the  
3 computer to:  
4 display agreement conditions between a first party and one or more parties of a first type  
5 as one or more noncrossing groups of parallel lines in one region of a view window; and  
6 display agreement conditions between the first party and one or more parties of a second  
7 type as one or more noncrossing groups of parallel lines in a second region of a view window,  
8 wherein said lines are displayed with at least one characteristic indicative of whether a  
9 violation of a represented agreement condition has occurred.

1 26. The medium of claim 25, wherein the first party is represented by a line separating the  
2 first region from the second region.

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**IX. EVIDENCE APPENDIX**

None.



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**X. RELATED PROCEEDINGS APPENDIX**

None.